FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN

The Town of Fountain Hills, an Arizona municipal corporation and Rural/Metro Corporation, an Arizona corporation

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Inc.

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FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into May 21, 2009, by and between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Rural/Metro Corporation, an Arizona corporation ("Rural/Metro"), and shall be effective as of July 1, 2009 (the "Effective Date").

RECITALS:

- A. The Town is a municipal corporation created and existing under the laws of the State of Arizona.
- B. The Town desires to provide for fire protection and related fire services within its corporate limits and limited adjacent areas thereto (the "Primary Service Area"), as more particularly depicted on Appendix "A" attached hereto and incorporated herein by reference.
- C. The Town also desires to provide emergency medical services within the Primary Service Area.
- D. Rural/Metro is in the business of furnishing fire protection services, as well as emergency medical services.
- E. Rural/Metro desires to provide to the Town with fire protection and emergency medical services.
- F. The Town desires to enter into an agreement with Rural/Metro whereby Rural/Metro will provide the community with fire and emergency related services to be undertaken in accordance with the responsibilities set forth in this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I GENERAL RESPONSIBILITIES, OBLIGATIONS AND DUTIES OF RURAL/METRO

1.1 <u>Fire and Emergency Related Activities</u>. In the Primary Service Area, Rural/Metro and its personnel shall be trained and equipped to perform, and shall use its reasonable best efforts to perform the following fire and emergency related activities (referred to herein as the "Services"):

- A. <u>Fire Suppression</u>. Fire suppression activities relating to structures and buildings of whatever kind, brush fires, trash fires, or any other kind of fire of whatever nature.
- B. <u>Hazardous Materials</u>. Providing first responder response to Hazardous Materials incidents, including but not limited to chlorine leaks, LPG leaks, pesticide leaks, highway accidents with unknown hazardous materials involved, etc. Rural/Metro shall have the right to seek reimbursement from property owners for the cost to replace disposable and durable equipment used to mitigate a hazardous materials incident.
- C. <u>Advanced Life Support</u>. Advanced life support to all emergency medical requests or incidents. All full-time personnel responding to an emergency medical request or incident shall be at minimum of State certified Emergency Medical Technicians.
- D. <u>Related Services</u>. Respond to and use its reasonable best efforts to perform all emergency and non-emergency services set forth in Appendix "B".
- E. <u>Code Compliance Inspections</u>. Fire prevention activities including code compliance inspection activities to existing occupancies, as adopted by the Town as set forth in Appendix "C".
- F. <u>Plan Review</u>. Conducting master plan review function as required by the Town. Upon request of the Fire Chief or Town Manager, Rural/Metro will provide additional plan review assistance as needed, at no additional cost to the Town.
- G. <u>Fire Prevention Program</u>. Creating and implementing a community-wide fire prevention education program to include public education activities to the residents of the community. Public education activities shall at a minimum include, but not be limited to: fire prevention week activities, junior fire setter program, providing CPR/Automated External Defibrillator ("AED") certification courses to residents, and providing Fire and Life Safety Education to all schools serving the Town area.
- H. New Construction Inspections. Conducting inspections of new construction as required by the Town of all new fire protection systems, including, but not limited to sprinkler systems, alarm systems, etc. Rural/Metro shall be responsible for assuring all fire protection Certificate of Occupancy requirements are met prior to Rural/Metro signing off on the Certificate of Occupancy.
- I. <u>Fire Safety Reviews</u>. Making fire safety reviews available to the Town residents such as is customarily offered by Fire Departments.
- J. <u>Code Enforcement</u>. Enforcing the Fire Prevention Code and other fire related ordinances as set forth by the State of Arizona and/or the Town.

- K. <u>Arson Investigation</u>. Performing arson investigation support and assistance in cooperation with the Maricopa County Sheriff's Office.
- L. <u>AED Inspections</u>. Performing regular inspection of all AED devices known to be installed in public spaces and businesses within the corporate limits of the Town.
- M. <u>Car Seat Program</u>. Creating and implementing a Certified Car Seat Installation Technician program, with one certified technician assigned to each shift.

1.2 <u>Training</u>.

- A. <u>Minimum Training Standards</u>. Rural/Metro shall be required to maintain training levels consistent with the Arizona State Fire Marshal's Office standards, as amended from time to time, and with the recommendations set forth by the National Fire Protection Association, as amended from time to time, as defined in Appendix "D". Where a conflict exists between the above two authorities, the most stringent requirements will apply.
- B. <u>In-Service Training</u>. Rural/Metro shall provide all in-service training necessary to the performance of this Agreement. Rural/Metro shall provide a minimum of 240 hours of training to each of the full-time firefighters not on disability. Training levels at all times will meet or exceed NFPA 1001 and/or Phoenix area Regional Operations Consistency Committee standards. All policy and procedure manuals used in connection with this training shall be available to the Town, for its inspection and review and shall be updated on a regular basis.
- C. <u>Minimum Certification</u>. All shift-qualified firefighters shall hold the Arizona Firefighter II level of certification or better and State Emergency Medical Technician certification. Rural/Metro may, when a vacancy occurs, hire a Firefighter from another state who has achieved NFPA 1001 and Emergency Medical Technician certification. That individual must, within one (1) year of hire date, be certified as Arizona Firefighter II.
- 1.3 <u>Communications Coverage</u>. Rural/Metro shall (A) evaluate communications coverage within the corporate limits of the Town and (B) at no additional expense to the Town, take such steps as necessary to address any deficiencies identified, not later than ninety (90) days after the Effective Date.
- 1.4 <u>Communication Center</u>. Rural/Metro shall, for the term of this Agreement, include the services of its present Communication Center. The Communication Center shall be equipped with U.L. approved equipment and be adequately staffed to receive fire and emergency related calls from the community, and shall dispatch the necessary emergency related vehicles in response to those calls. The equipment and staffing shall at all times be sufficient to handle predictable call volumes and demand fluctuations.

- A. <u>Calls Recorded</u>. All incoming telephone lines used by the public to request service, ring-down lines, and radio channels used to communicate with field units shall be recorded at all times and capable of simultaneously recording and electronically time-stamping all such communications. The Communications Center shall retain all such recordings for a period of not less than six (6) months, and shall make available such recordings to the Town within three (3) business days of the request.
- B. <u>Dispatch Performance Criteria</u>. Communication Center dispatch times of apparatus shall be measured and dispatch performance criteria met. A dispatch performance criterion is defined as requiring ninety percent (90%) of all emergency call dispatches to be completed within sixty (60) seconds. The dispatch time shall be measured from the point at which the emergency information is in queue (the time the address of the incident is identified) in the "call waiting section" of the Computer Aided Dispatch (CAD) system, to the point at which the dispatcher initiates radio notification to the apparatus assigned to the response. Any dispatch taking more than sixty (60) seconds to complete shall be documented, and reports shall be available to the Town.

1.5 Fire and Emergency Related Equipment Assignments.

- A. <u>Station Assignments</u>. Fire and emergency related equipment provided pursuant to this Agreement shall be stationed in and assigned to specific stations in the Primary Service Area, including, but not limited to: (1) the Town's Fire Station No. 1, located at 16246 East Palisades Boulevard ("Station No. 1"); (2) the Town's Fire Station No. 2, located at 16821 East Saguaro Boulevard ("Station No. 2"); and (3) a location in the Fry's shopping center (located in the Eagle Mountain area) leased by Rural/Metro at which an ambulance and necessary crew will be stationed (the "Eagle Mountain Substation").
- B. Mutual Aid Call-Out. It is specifically understood and agreed between the parties hereto that Rural/Metro may, in the event of emergency, provide the equipment assigned to the Primary Service Area to other areas for mutual aid responses to other surrounding communities as long as fire protection service to the Town is not adversely impacted.
- C. <u>Move-Up Equipment</u>. Rural/Metro will make move ups of fire and emergency medical equipment, as long as units are available to do so, when an area in the Primary Service Area is left without adequate coverage because of a response by the equipment assigned to that area. The move up shall be made immediately after the dispatch of the units in the area left without adequate coverage.
- 1.6 <u>Personnel</u>. During the term of this Agreement, personnel shall be provided for as set forth in Appendix "E". In the event of sick, vacation, industrial injuries and other times of absence of full-time staff, positions may be filled by part-time shift qualified personnel.

- A. Exceptions to manning levels. In no event shall there be less than ninety-five percent (95%) on a daily basis of firefighting positions (shift personnel) on duty at all times. Manning levels must be brought up to full strength within twelve (12) hours of any time when any firefighting personnel become unable to complete a scheduled shift.
- B. <u>Support Staffing Positions</u>. In addition to the positions set forth in Appendix "E", Rural/Metro shall provide additional chief officers and manpower adequate to provide routine clerical, accounting, payroll, and such other functions as are elsewhere delineated in this Agreement.
- C. <u>Fire Chief.</u> Rural/Metro shall assign to the Fountain Hills operation a full time Fire Chief, with the rank of District Chief or higher, who shall be responsible for the supervision and coordination of Services by Rural/Metro within the Primary Service Area. Rural/Metro agrees that the Fire Chief assigned to the Town as of March 1, 2009, shall remain assigned to the Town during the entire term of this Agreement, except that such person, and any successor Fire Chief may be reassigned upon mutual agreement of the Town Manager and Rural/Metro. In the event that the Fire Chief is to be reassigned, Rural/Metro will provide the Town Manager a list of at least three candidates from which to select the Fire Chief.
- D. Assistant Fire Chief/Fire Marshall. Rural/Metro shall assign to the Fountain Hills operation a full time Fire Marshall/Assistant Chief, with the rank of District Chief or higher, who shall be responsible for the supervision and coordination of Services by Rural/Metro within the Primary Service Area in conjunction with, and in the absence of, the Fire Chief. The Fire Marshall/Assistant Chief shall perform such plan review, inspection and fire prevention duties as required by the Town fire code, and shall perform such other duties as assigned by the Fire Chief. Rural/Metro agrees that the Fire Marshall/Assistant Chief assigned to the Town as of March 1, 2009, shall remain assigned to the Town during the entire term of this Agreement, except that such person, and any successor Fire Marshall/Assistant Chief may be reassigned upon mutual agreement of the Town Manager and Rural/Metro. In the event that the Fire Marshall/Assistant Chief is to be reassigned, Rural/Metro will provide the Town Manager a list of at least three candidates from which to select the Fire Marshall/Assistant Chief.
- E. Town Manager Consultation. The Town Manager shall be responsible for coordinating all Services within the Primary Service Area as well as conveying the wishes of the Town to the Fire Chief with respect to such services. The Fire Chief shall, at all times, consider the request of the Town Manager with respect to the implementation of fire protection and emergency medical services. While the Town Manager shall have no chain of command authority to direct the operations of Rural/Metro employees, such authority being reserved to the Fire Chief, the parties to this Agreement understand that the Town expects Rural/Metro to

reasonably respond to its needs for fire protection and emergency medical services as communicated through the Town Manager.

- 1.7 Required Reports. Rural/Metro shall be responsible for assembling and recording all performance based statistics and any other report required pursuant to this Agreement. All reports, with the exception of the annual report, will be made available on a monthly basis, and must be completed and made available to the Town Manager within fifteen (15) calendar days after the end of each month. The reports that are required monthly pursuant to this Agreement are shown in Appendix "F". The Town reserves the right to audit Rural/Metro's contract compliance and emergency operations performance records in connection with this Agreement within seven (7) business days of written request.
- Annual Reports. An annual report covering the period of time between July 1 of the preceding year and June 30 of the then-current year shall be filed with the Town by September 1st each year that this Agreement is in effect. The annual report shall include, but not be limited to, (A) a description of Rural/Metro's specific implementation of the prior fiscal year's goals and objectives relating to fire operations, fire prevention and public education and (B) an updated three-year operational plan.
- 1.9 Response Methods and Response Time. Throughout the term of this Agreement, Rural/Metro's response time on all Code 3 calls that originate from within the Primary Service Area, shall meet the requirements as set forth in Appendix "G". Rural/Metro shall respond to all calls that originate in the Primary Service Area in the manner set forth in Appendix "B".

ARTICLE II TERM. TERMINATION AND CONSIDERATION

2.1 <u>Term.</u> The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date and terminating June 30, 2014. Upon written approval by both parties, this Agreement may be extended for up to two (2) additional two-year terms.

2.2 Termination By Rural Metro.

- A. <u>For Convenience</u>. Rural/Metro may terminate this Agreement for convenience upon two (2) years written notice to the Town.
- B. For Non-payment by the Town. In the event the Town fails to pay the compensation as provided for under this Agreement when due, Rural/Metro shall have the right, upon thirty (30) days written notice, to (1) cease service as required by this Agreement and (2) terminate this Agreement. The Town further relieves and releases Rural/Metro of any liability for any losses, liabilities, costs and claims occurring during such time Rural/Metro has ceased services as provided herein. Notwithstanding the above, Rural/Metro reserves all other rights and legal remedies which may be available to it.

2.3 Termination By the Town.

- A. For Convenience or Lack of Funding. This Agreement is for the convenience of the Town and, as such, may be terminated without cause three hundred sixty five (365) days after receipt by Rural/Metro of written notice by the Town. Further, in the event that the Town does not fund a fire department or otherwise provide for fire protection or emergency medical services for its citizens in any fiscal year, the Town may terminate this Agreement upon giving three hundred sixty five (365) days written notice. Upon termination for convenience or lack of funding, Rural/Metro shall be paid for all undisputed services performed to the termination date.
- B. <u>For Cause</u>. The Town may terminate this Agreement for cause in accordance with the following procedures:
 - 1. Procedure in the Event of a Major Default. If a Major Default, as set forth in Appendix "H" occurs, Rural/Metro shall have thirty (30) days from receipt of notice from the Town of such Major Default to correct that Major Default or provide the Town an acceptable plan to correct the Major Default. If in the reasonable opinion of the Town Manager, the Major Default has been corrected or the plan to correct such Major Default is deemed acceptable within that thirty (30) day period, then the Agreement remain in full force and effect. If, in the reasonable opinion of the Town Manager, the Major Default has not been corrected or the plan to correct is unacceptable, the Town may terminate this Agreement upon giving not less than thirty (30) days written notice to Rural/Metro. If Rural/Metro does not agree with the opinion of the Town Manager, then the decision on determining if the Major Default has been corrected will be made by an arbitrator mutually agreed upon by the Town and Rural/Metro pursuant to the Commercial Rules of the American Arbitration Association and termination under this section will not occur unless and until the arbitrator determines that a Major Default has not been corrected.
 - 2. Procedure in the Event of Other Violations. Violations of this Agreement, including, but not limited to, failure by Rural/Metro to materially perform any covenant, condition or agreement to be performed by it pursuant to this Agreement, that are not listed as Major Defaults in Appendix "H", shall be remedied within thirty (30) days of written notification from the Town. Any violation left uncorrected for more than thirty (30) days after written notification may be declared a Major Default and the procedures set forth above shall apply.
 - 3. <u>Five Major Defaults</u>. The Town, at its sole option, may also terminate this Agreement upon giving not less than thirty (30) days notice if five (5) or more Major Defaults occur within any consecutive twelve (12) month

period, regardless of whether Rural/Metro has timely cured all such Major Defaults as set forth above.

- 2.4 Consideration. For the performance of the Services set forth in this Agreement, the Town shall pay Rural/Metro Two Million Eight Hundred Fifty Two Thousand Three Hundred Sixty Eight Dollars (\$2,852,368.00) (the "Contract Price") for the twelve (12) month period commencing upon the Effective Date and ending on June 30, 2010, and such amount shall be adjusted annually during the remainder of the term of this Agreement as set forth in subsection 2.5 below. Said amount shall be paid in twelve (12) equal monthly installments of Two Hundred Thirty Seven Thousand Six Hundred Ninety Seven Dollars (\$237,697.00) in immediately available funds, in addition to such additional amounts provided for in Section 2.5(a), on or before the tenth (10th) day of each month for which service is provided with the first payment due within ten (10) days after the Effective Date.
- 2.5 <u>Increased Compensation and Services</u>. The Contract Price will be adjusted as follows:
 - A. <u>Fixed Annual Adjustments</u>. July 1 of each year of the Agreement the then-current Contract Price for the Services shall be increased by three percent (3%).
 - B. <u>Additional Services</u>. Additions or deletions of manpower, equipment, stations, service areas or types of service during the term of this Agreement may only occur upon a written amendment to this Agreement, signed by both parties.
 - C. Extraordinary Circumstances. In the event of an unusual circumstance, such as insurance market collapse or extraordinary increase in rates or regulatory changes, Rural/Metro retains the right to document and request an adjustment to the Contract Price for such specific unusual circumstance. The Town retains sole authority to approve or disapprove that request.

ARTICLE III FIRE STATIONS, MAINTENANCE AND EXPENSES

- 3.1 <u>Fire Stations.</u> The Town Manager shall provide, for Rural/Metro's use in the Primary Service Area, Station No. 1 and Station No. 2 (individually referred to herein as a "Fire Station" or collectively as the "Fire Stations"). Rural/Metro hereby agrees that the Fire Stations shall be sufficient to allow Rural/Metro to perform the Services during the term of this Agreement; provided, however, that in the event that the Town constructs a new fire station within the term of this Agreement, it shall also be made available to Rural/Metro to perform the Services; provided further, however, that until such time as the Town constructs and opens for operation a third fire station, Rural/Metro shall maintain and operate the Eagle Mountain Substation at its sole cost and expense.
- 3.2 <u>Structural Changes</u>. Rural/Metro may not make any structural changes to the Fire Stations without the express, prior, written approval of the Town Manager. All structural

- changes shall be at Rural/Metro's sole expense unless the Town and Rural/Metro agree otherwise in writing.
- 3.3 <u>Building Maintenance</u>. Except as set forth in Section 3.4 below, the Town shall be responsible for all maintenance of the Fire Stations and station grounds. The Town shall be responsible for such items as, but not limited to, major building repairs, air conditioning and heating, electrical repairs, parking lot, and providing plants for landscaping. In the event Rural/Metro desires upgrades on station equipment or landscaping, such upgrades shall be at Rural/Metro's expense.
- 3.4 <u>Daily Maintenance</u>. Rural/Metro shall be responsible for daily maintenance including upkeep of the interior of the Fire Stations, custodial work and housekeeping services.
- 3.5 <u>Utilities</u>. Rural/Metro shall be responsible for the cost of all utilities at the Fire Stations.
- 3.6 <u>Telephone Service</u>. Rural/Metro shall be responsible for the cost of the monthly telephone service used at the Fire Stations. The Town shall have the right to install, at its own expense, telecommunication and/or computer equipment to enhance connectivity between the Fire Stations and the Town's administrative offices.
- 3.7 <u>Damage or Destruction</u>. Rural/Metro agrees to notify the Town of any fire or other damage that occurs to either fire station or station grounds. Such notice shall be given within twenty-four (24) hours of such fire or other damage. Any such damage that occurs due to the sole negligence of Rural/Metro, its employees or contractors, shall be repaired at the sole expense of Rural/Metro.
- 3.8 Access to Facilities. Rural/Metro shall permit the Town, its agents, and employees to have access to and to enter the Fire Stations at all reasonable times for any purpose reasonably connected with the Town's interest as owner of the Fire Stations.
- 3.9 <u>Preventative Maintenance</u>. Rural/Metro and the Town shall each establish and maintain a comprehensive preventative maintenance program for the Fire Stations and grounds under their respective areas of responsibility.
- 3.10 Return of Property Upon Termination. Upon termination of this Agreement by either party for any reason, all building and grounds shall be returned to the Town in the same condition as they were in at the execution of this Agreement, except for structural changes properly made under 3.2 herein, non-structural changes and except for normal wear and tear or casualty caused by force majeure events.
- 3.11 <u>Fuel</u>. The Town shall be responsible for purchasing fuel for the fire and emergency vehicles.

ARTICLE IV FIRE APPARATUS AND EQUIPMENT OWNERSHIP MAINTENANCE AND REPLACEMENT REQUIREMENTS

- Fire and Emergency Equipment Requirements and Responsibilities. The Town shall provide all fire and emergency response vehicles and related equipment as listed in Appendix "I", attached hereto and incorporated herein by reference (the "Equipment"). Rural/Metro hereby agrees that such Equipment shall be sufficient to allow Rural/Metro to provide the Services during the term of this Agreement. In addition to the Equipment, the Town shall be responsible for providing and purchasing all miscellaneous fire and emergency-related equipment following the most recent NFPA recommended standards, as may be amended from time to time (the "Miscellaneous Equipment"). The Miscellaneous Equipment shall include, but is not limited to, nozzles, deluge apparatus, entry tools, hose accessories, first aid kits, oxygen, rescue tools, suction units and other equipment needed to perform the Services set forth in this Agreement. Rural/Metro shall provide all emergency medical supplies.
- 4.2 <u>Fire Stations</u>. The Town shall purchase fixtures, appliances and furnishings reasonably needed in the daily operation of the Fire Stations.
- 4.3 <u>Emergency Communications Equipment</u>. Rural/Metro shall purchase, install and maintain the needed emergency communications for all fire stations and communication hardware for AVL and computers; provided, however, that the Town will provide the mobile and portable radios. All Fire Stations and vehicles shall be equipped with radios capable of utilizing Rural/Metro's frequency.
- 4.4 <u>Air Compressors and Generators</u>. The Town shall be responsible for the purchase of all air compressors and emergency power generators located at the Fire Stations. Rural/Metro shall be responsible for air quality testing of such air compressors.
- 4.5 Fire and Emergency Apparatus Purchasing and Procedures. When, in the opinions of the Fire Chief and the Town Manager, it is advisable to purchase additional fire, emergency and staff apparatus or vehicles, the Fire Chief and the Town Manager shall mutually agree upon such purchase and shall forward a recommendation to the Town Council for approval of such purchase. During the term of this Agreement, the Fire Chief shall follow the Town's budgetary process when requesting the purchase of new apparatus for any upcoming fiscal year. The Fire Chief shall provide all necessary documentation, meet all filing deadlines and have personnel available for all presentations during this budgetary process.
- 4.6 <u>Maintenance of Apparatus and Equipment</u>. Rural/Metro shall maintain all of the Equipment and the Miscellaneous Equipment. The Town will pay Rural/Metro cost of parts plus 10% per item on repairs and will be invoiced on a monthly basis. Supporting documentation of work performed and parts purchased will be included with the monthly invoice. Any repairs resulting from neglect or misuse by Rural/Metro shall be completed at Rural/Metro's sole cost and expense.

ARTICLE V CONFIDENTIALITY

From and after the date hereof, neither party hereto will reveal, divulge or make known to any person, firm or corporation any Confidential Information (as hereinafter defined) obtained by such party during the term of this Agreement. "Confidential Information" includes, but is not limited to: financial information; audited and unaudited financial reports; operational budgets and strategies; methods of operation; strategic plans; business methods, practices or plans; marketing plans and strategies; management systems programs; computer systems; personnel and compensation information and payroll data; insurance data and loss history, educational and training materials; and other such reports, documents or information. Upon termination of this Agreement, or at any time a party may so request, the other party shall turn over to the requesting party all notes, memoranda, notebooks, or other records or documents delivered to it by the requesting party concerning any Confidential Information, including any copies in its possession (and any computer print-outs, computer tapes, disks, cd-roms, etc.), it being agreed that such Confidential Information is the property of the other party. "Confidential Information" does not include any information that (i) is already lawfully in the possession of or known by a party before receiving the information; (ii) is or becomes publicly known through no violation of this Agreement; (iii) is lawfully received by a party from any third party without restriction on disclosure or use; (iv) is independently developed without violating this Agreement by a party's employees who have not had access to any of the Confidential Information; (v) is required to be disclosed by (a) state law pursuant to a public records request or (b) court order following notice sufficient to allow the party to contest such order; or (vi) is expressly approved in writing, by a party's General Counsel, for release or other use by the party. The provisions of this paragraph shall survive the termination of this Agreement.

ARTICLE VI MUTUAL AID, INSURANCE AND INDEMNIFICATION

6.1 Mutual Aid Agreements. The Town may negotiate with other government agencies or their representatives for the purpose of entering into mutual aid agreements. Rural/Metro agrees to honor all existing and future mutual aid agreements and fire service contracts; provided, however, that any mutual aid agreement entered into by the Town which commits and/or engages the services of Rural/Metro for a fee, is subject to the reasonable approval of Rural/Metro. Rural/Metro will assist in any negotiations if requested by the Town.

6.2 <u>Insurance</u>.

A. General.

1. <u>Insurer Qualifications</u>. Without limiting any obligations or liabilities of Rural/Metro, Rural/Metro shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of B+ or above with policies and forms reasonably satisfactory to the Town. In the

event that Rural/Metro's insurance carrier's rating drops below B+, Rural/Metro shall notify the Town as soon as possible in writing upon learning of the change. The Town shall consult the Town's Risk Management Department and determine, in conjunction with Rural/Metro's Director of Risk Management, a reasonable length of time for Rural/Metro to obtain a higher rated policy. Rural/Metro will then obtain a higher rated policy within that time. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option following a thirty (30) day prior notice and cure period to Rural/Metro.

- 2. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Rural/Metro. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Rural/Metro from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 3. <u>Additional Insured</u>. The Commercial General Liability, Professional Liability and Automobile Liability insurance coverage required hereunder shall name the Town, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4. <u>Coverage Term.</u> All insurance required herein shall be maintained in full force and effect until all work or Services required to be performed under the terms of this Agreement are performed and completed.
- 5. <u>Primary Insurance</u>. Rural/Metro's insurance shall be primary insurance as it relates to bodily injury or property damage caused by Rural/Metro in the performance of its Services hereunder.
- 6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for two years past completion of the Services. Such continuing coverage shall be evidenced, upon request, by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the two-year period.
- 7. <u>Waiver</u>. The Commercial General Liability and Auto Liability policies shall contain a waiver of rights of recovery (subrogation) against the

Town, its agents, representatives, officials, officers and employees for any claims caused by the work or Services of Rural/Metro.

- 8. Policy Deductibles and/or Self-Insured Retentions. Notwithstanding anything to the contrary in this Agreement, it is specifically acknowledged and agreed: (a) that the insurance coverage and limits of liability required by this Agreement may be provided by a combination of primary and excess liability policies and self-insurance retentions or deductibles as applicable; (b) that Rural/Metro, and not the Town, is responsible for paying the deductible or self-insured retention under the policy as it relates to bodily injury or property damage caused by Rural/Metro in the performance of its Services; and (c) that the insurance policies purchased by Rural/Metro provide coverage for general operations of Rural/Metro and its affiliates, and such policies include coverage applicable to, but not exclusively limited to, this Agreement and the work or Services provided pursuant to this Agreement. Rural/Metro further agrees and understands that, in lieu of bonding or other security for such self-insured retention amounts, that the Town has relied upon Rural/Metro's assertion that Rural/Metro is required to provide such security, in the amount of any deductibles or self-insured retention amounts, to the insurance companies providing it with the insurance coverages required in this Agreement. Rural/Metro shall immediately notify the Town if, at any time during the Term of this Agreement, Rural/Metro is not required, or fails to provide. such security to its insurance carriers.
- 9. Evidence of Insurance. Prior to commencing any work or Services under this Agreement, Rural/Metro shall furnish the Town with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Rural/Metro's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the Town shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Rural/Metro's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:
 - (a) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as required in this Agreement.

- (b) Rural/Metro's insurance shall be primary insurance as it relates to bodily injury or property damage caused by Rural/Metro in the performance of its Services under this Agreement.
- (c) The Commercial General Liability and Auto Liability policies waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims caused by work or Services performed by Rural/Metro under this Agreement.
- 10. New Certificates. If Rural/Metro replaces or upgrades any of its policies during the term of this Agreement, Rural/Metro shall forward renewal certificates to the Town Manager within ten (10) days after the effective date of such renewal policies.
- 11. Market Fluctuations. The Town acknowledges that, from time to time, insurance market fluctuations may increase the premiums Rural/Metro must pay in order to secure the coverage required by this Agreement. The parties agree that such fluctuations are a normal cost of doing business that Rural/Metro shall bear in accordance with its annual budget. Once quarterly, Rural/Metro may request additional funds from the Town Council for the purpose of obtaining funding to offset significant increases in the cost of insurance, so long as the increase is due to no fault of Rural/Metro, but is independently attributable to market factors that affect the insurance market for similarly situated insureds.
- 12. <u>Review</u>. This Agreement gives the Town certain rights of audit and review as to Rural/Metro financial matters. These rights include the right to review policies related to insurance coverage, on the same basis as any other financial information.
- 13. <u>Fire Insurance Grading and Regrading</u>. The Town shall cooperate with Rural/Metro to maintain the Insurance Office grading of the Town that is in existence at the time of execution of this Agreement.

B. Required Insurance Coverage.

- 1. <u>Commercial General Liability</u>. Rural/Metro shall maintain Commercial General Liability insurance with a coverage limit of \$10,000,000 for each occurrence. The policy shall cover bodily injury and property damage arising from premises, operations, independent contractors, and products-completed operations.
- 2. <u>Professional Liability</u>. Rural/Metro shall maintain Professional Liability insurance covering negligent errors and omissions that arise out of the Services performed under this Agreement and that are caused by

Rural/Metro, or anyone employed by Rural/Metro, or anyone for whose negligent acts, mistakes, errors and omissions Rural/Metro is legally liable, with coverage limits of not less than \$10,000,000 for each occurrence.

- 3. <u>Vehicle Liability</u>. Rural/Metro shall maintain Automobile Liability insurance with a coverage limit of not less than \$10,000,000 for each occurrence on Rural/Metro's owned, hired and certain non-owned vehicles assigned (specifically, the Equipment provided by the Town) to and used in the performance of Rural/Metro's Services under this Agreement.
- 4. Workers' Compensation Insurance. Rural/Metro shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Rural/Metro's employees engaged in the performance of work or Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$2,000,000 for each accident, \$2,000,000 disease for each employee and \$2,000,000 disease policy limit.
- C. <u>Cancellation and Expiration Notice</u>. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days prior written notice to the Town.

6.3 Indemnification.

- A. By Rural/Metro. Rural/Metro shall indemnify and hold harmless the Town, its authorized agents, officers, directors and employees for, from and against all costs, claims, losses, liabilities, penalties, expenses, or other damages, including but not limited to settlements, judgments, court costs, reasonable fees of attorneys and experts, caused by or resulting from the negligent or intentional acts or omissions by Rural/Metro, its authorized agents, officers, directors and employees committed in the course of performing its obligations under this Agreement. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all applicable state and federal laws.
- B. By the Town. The Town shall, to the extent permitted by law, indemnify and hold harmless Rural/Metro, its authorized agents, officers, affiliates, directors and employees for, from and against all costs, claims, losses, liabilities, penalties, expenses, or other damages, including but not limited to settlements, judgments, court costs, reasonable fees of attorneys and experts, caused by or resulting from the negligent or intentional acts or omissions by the Town, its authorized agents, officers, directors and employees in connection with or related to this Agreement. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all applicable state and federal laws.

C. <u>Indemnity Not Limited by Insurance</u>. The amount and type of insurance coverage requirements set forth in this or any other Agreements between the parties will in no way be construed as limiting the scope of indemnity provided by this Section.

ARTICLE VII MISCELLANEOUS

- 7.1 Governing Law. This Agreement shall be governed, construed and controlled according to the laws of the State of Arizona. The parties agree to comply with all applicable Town, County, State and Federal laws
- 7.2 <u>Binding Effect</u>. This Agreement and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors, assigns or other legal representative as herein provided.
- 7.3 <u>Legal Fees</u>. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorneys fees, costs, and expenses.
- 7.4 <u>Waiver</u>. It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of right to demand strict performance of that or any other provisions hereof at any time thereafter.
- 7.5 Severability. The terms and conditions of this Agreement are separate and separable, and if for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- 7.6 <u>Independent Contractor</u>. Rural/Metro is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder.
- 7.7 <u>Assignment.</u> No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other party hereto. Notwithstanding the above, this Agreement or any or all of the services required herein may be assigned or subcontracted to any of Rural/Metro's affiliates.
- 7.8 <u>Notices</u>. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given

to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Fountain Hills

16836 E. Palisades Boulevard Fountain Hills, Arizona 85269 Facsimile: 480-837-3145 Attn: Town Manager

With copy to: GUST ROSENFELD, P.L.C.

201 E. Washington Street, Suite 800

Phoenix, Arizona 85004
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to Rural Metro: Rural/Metro Corporation, Inc.

9221 E. Via de Ventura Scottsdale, Arizona 85258 Facsimile: 480-655-7275

Attn: Fire Chief

With a Copy to: Rural/Metro Corporation, Inc.

9221 E. Via de Ventura Scottsdale, Arizona 85258 Facsimile: 480-627-6252 Attn: General Counsel

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.9 Entire Agreement, Conflicts, Amendment. This Agreement constitutes the entire agreement between the parties with relation to the subject matter hereof, and supersedes any previous Agreement or understanding, whether oral or otherwise. In the event of a conflict with the provisions of this Agreement and any exhibits thereof, the terms of this Agreement shall control. No addition, deletion, or other amendment hereto may be made except as is agreed in writing by both parties.

- 7.10 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- 7.11 Force Majeure. Except for payment obligations, either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, terrorist act, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials, roadways or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
- 7.12 Court or Agency Rulings Binding on Both Parties. In the event any court of competent jurisdiction determines that the Town, for whatever reason, cannot contract out its fire protection service to Rural/Metro or any other third party then this Contract will terminate immediately upon the date any such decision is announced. Thereafter, Rural/Metro will immediately cease operations under this Contract, vacate all Town property set out herein within thirty (30) days of the decision, and deliver possession of all equipment, materials and personal property belonging to the Town within thirty (30) days of the decision. Rural/Metro will be paid for any services rendered.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written,

"Rural Metro"

"Town"

Rural/Metro Corporation, an Arizona corporation

The Town of Fountain Hills, an Arizona municipal corporation

Kristine B. Ponczak, Scretary

Richard L. Davis, Town Manager

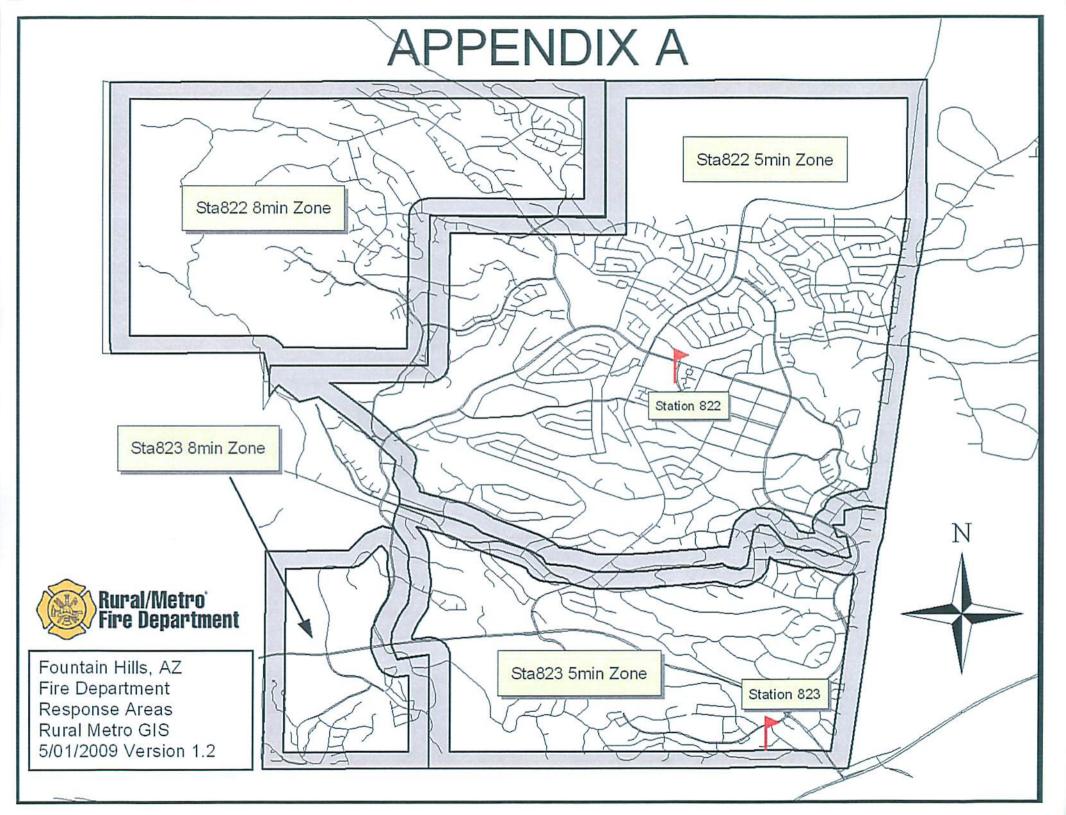
ATTEST:

Bevelyn J. Bender Town Clerk

APPENDIX A TO FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND RURAL/METRO CORPORATION

[Primary Service Area]

See following page.



APPENDIX B TO FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND RURAL/METRO CORPORATION

[Incident Response]

See following pages.

Rural/Metro shall respond either Code 2 or Code 3, as noted, to the following:

Commercial Assignments

Code 3

Multi-Unit Commercial Assignments include but may not be limited to incidents where fire or smoke is visible or the possibility of large loss of life due to:

Commercial Structural Fires

Report of Explosion or collapse in a commercial building

Residential Assignments

Code 3

Multi-Unit Residential Assignments include, but may not be limited to incidents where fire or smoke is visible or the possibility of loss of life due to:

Residential Structural Fires

Report of Explosion or collapse in a residential building

Grade 1 Commercial Assignment Code 2

Grade I Commercial Assignments include, but are not limited to, incidents where there is a report of fire alarm, smell of smoke, water flow without visible smoke or fire in a commercial structure.

Grade 1 Residential Assignment Code 2

Grade 1 Residential Assignments include, but are not limited to, incidents where there is a report of fire alarm, smell of smoke, water flow without visible smoke or fire in a residential structure.

Still Assignment

Code 3

Single unit response to a report of fire or emergency including, but not limited to:

Vehicle Fire

Brush Fire

Refuse Fire

Non-EMS Rescue

Person Trapped

Emergency Medical Assignment Code 3

Single unit response to a report of injury or illness including but not limited to:

Vehicle Accidents

Assaults

Asphyxiation/Choking

Burns

Difficulty Breathing

Drowning

Electrocution/Shock

Fall

Heart Attack

Illness/Sickness

Obstetrical

Overdose/Poisoning

Person Down/Unconscious

Person Trapped Psych./Behavioral

Suicide/Attempted Suicide

Other Medical Other Trauma

Hazardous Incidents

Code 3

Multi-Unit or single unit response to a report of unconfirmed Hazardous Material situations including but not limited to:

Fuel Leak

Electrical Problem Structural Collapse

Explosion

Hazardous Condition or Stand-by

Service Incidents

Code 2

Single unit response to a request for emergency Code 2 service including but not limited to:

Invalid Assistance

Water Problems

Dangerous Animal Removal

Sprinkler Activation without Fire

Animal Trapped Check Odor

Vehicle Lockouts

House Lockouts

Commercial and Residential Assignment Response

Ladder 822 3 (1 CAPT, 1 ENG, 1 FF)

Ladder Tender 822 2 (1 FF/CEP, 1 FF)

Engine 823 3 (1 CAPT, 1 ENG, 1 FF)

M/A as needed 3 (1 CAPT, 1 ENG, 1 FF)

Dist. 822*

TOTAL 12

Dist. 823 (or backup)* 1 (as needed)

TOTAL 13

987464.11

Move Up Units

R/M System Engine 3-4

GRAND TOTAL 16-17

Confirmed fire or 2nd Alarm

R/M System Units, M/A as requested

Move up Units

Engine Co. 3 To Station 823's area

^{*} Engine and ladder will be staffed with a minimum of two Firefighter Paramedics.

APPENDIX C

TC

FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND RURAL/METRO CORPORATION

[Fire Code]

In the interest of community safety, Rural/Metro will work closely with the Town staff to evaluate, adopt and enforce a nationally recognized fire code along with the associated National Fire Protection Association Standards documents. Rural/Metro will follow and enforce the codes/standards that are in effect under Article 7-9 of the Town Code, as amended.

APPENDIX D

TO

FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND RURAL/METRO CORPORATION

[Standards for Training]

The following handbooks are used in the training of fire personnel:

IFSTA Essentials of Firefighting, Fourth Edition
NFPA 1001 Professional Firefighters Qualifications, most current edition
NFPA 1021 Fire Officers Professional Qualifications, most current edition
International Fire Code Institute- Certified Uniform Fire Code Inspector

These publications will be reviewed and updated by written mutual agreement between Rural/Metro and the Town.

APPENDIX E

TO

FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND RURAL/METRO CORPORATION

[Manpower]

40 hour week

- 1 Fire Chief/Emergency Management Coordinator
- 1 Assistant Fire Chief/Fire Marshal

Rural/Metro Fire Shift (24 hr.) Personnel

- 2 Fire Captains
- 2 Engineers
- 4 Firefighters

(Minimum of 5 personnel must be certified Emergency Fire Paramedics).

APPENDIX F

TO

FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND RURAL/METRO CORPORATION

[Required Reports]

Rural/Metro shall make the following monthly reports available to the Town:

Total number of incidents responded to in the Primary Service Area Average response times
Fire loss/potential report
Response Exceptions
Training hours
Building and site inspections
Building and site plan reviews
Public education activity
AED inspections

The parties agree that the Rural/Metro Fire Chief assigned to the Town and the Town Manager, or his designee, will meet on a quarterly basis to perform a thorough review of the reports required in this Agreement and to discuss performance and/or contract issues. At the discretion of the Town Manager, the Fire Chief will also provide presentations to the Town Council, but not more frequently than once each quarter.

APPENDIX G TO FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND RURAL/METRO CORPORATION

[Response Times]

See following pages.

- A. Response Time. Throughout the term of this Agreement, Rural/Metro's response time on all Code 3 calls that originate from within the Primary Service Area, shall average five minutes or less, except in those areas outlined in Appendix A which will average eight minutes.
 - 1. <u>Response Time Definition</u>. Response time is defined as that period of time between when the first apparatus goes enroute to a Code 3 call, to the time of the arrival of the first piece of emergency or fire apparatus at the address of the call.
 - 2. Response Time Liabilities. Rural/Metro shall meet the response time requirements set forth herein a minimum of ninety percent (90%) of the time excluding exceptions.
- B. <u>Performance Evaluation/Exception</u>. In performing calculations to evaluate Rural/Metro's response time performance as set forth herein, all response times originating from within Rural/Metro's Primary Service Area, consistent with the requirements of Section 1.4 herein, shall be included except as follows:
 - 1. Response times shall be excluded where a Rural/Metro unit is instructed to "downgrade" the response time from a higher priority level to a lower priority level (i.e., Code 3 lights and sirens to Code 2 no lights and sirens) by the caller or third party.
 - Response times may be excluded which occur during periods of such severe weather and road conditions which could reasonably be expected to substantially impair Rural/Metro's response time performance: provided, it shall be Rural/Metro's responsibility to document said conditions, the time period affected, and the affected response times. Rural/Metro shall forward such report to the Town, who will make a determination as to whether to exclude or include the affected response times.
 - 3. Excessive responses occurring during periods of unusual system overload. Unusual system overload is defined as a period of time during which units from two (2) or more stations are simultaneously on emergency calls, originating from within the Primary Service Area. Response times to calls in excess of that number shall not be included in response time calculations. Under this subsection, response times shall not be included which occur during the time in which Rural/Metro has sent an emergency or fire apparatus vehicle, which is assigned to the Primary Service Area to an area other than the Primary Service Area.
 - 4. The response time requirements of this Agreement shall be suspended during a declared disaster in the community of the Town or in a neighboring jurisdiction, which has requested assistance from Rural/Metro. For the purpose of this

- provision, the declaration of disaster must be made or affirmed by the chief executive officer of that particular jurisdiction or his/her designee.
- 5. In cases of multiple response runs, (i.e., where more than one fire unit is sent to the same incident), only the response of the first arriving unit shall be counted for purposes of measuring Rural/Metro's response time performance.
- 6. Petitioning. Where not specifically set forth in this appendix, Rural/Metro may petition the Town Manager for an exception to the response time requirements when, due to circumstances beyond the control of Rural/Metro, it is unable to meet the required response time on a specific incident. Rural/Metro shall document said unusual circumstances, the time period affected, and the affected response times. Rural/Metro shall forward such reports to the Town Manager, who will make a determination as to whether to exclude or include the affected response time.
- 7. Any excluded incident cannot be applied to any of Rural/Metro's performance statistics set forth in Subsections B(2),(3) and (4).

APPENDIX H

TO

FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND RURAL/METRO CORPORATION

[Major Defaults]

The following are a list of what shall be considered to be major defaults by Rural/Metro pursuant to this Agreement:

- 1. Failure to provide any of the services listed in Subsections 1.1 (A) through (M).
- 2. Failure to respond to Code 3 calls originating in the Primary Service Area.
- 3. In regards to personnel, a failure to meet the staffing level requirements established in Subsections 1.6 (A) and (B).
- 4. Failure to indemnify the Town pursuant to Section 6.3 when legally obligated to do so.
- 5. Failure to remove liens caused to be put on the Town property by the action of Rural/Metro.
- 6. Failure to maintain the insurance requirements set forth in Section 6.2.
- 7. The filing of Rural/Metro of a voluntary petition in bankruptcy, or the failure by Rural/Metro promptly to lift any execution or garnishment or attachment which would impair the ability of Rural/Metro to carry on its obligations under this Agreement, or any assignment by Rural/Metro for the benefit of creditors, or the institution of any proceeding under the provisions of the United States Bankruptcy Code.

APPENDIX I

TO

FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND

RURAL/METRO CORPORATION

[Initial Vehicles and Equipment]

Town Owned Vehicles

<u>Vehicle</u>	<u>VIN #</u>	<u>License Plate #</u>
1998 LaFrance	4Z36EFEBXYRF75528	G-151CK
2000 Ford	1FDWF36F8YED43350	G-816CT
2000 LaFrance	4Z36ESB1XRB05483	G-151CK
2000 Ford	1FMZU62XOYZB94668	G-161CK
2001 Ford	1FMPU16L91LB77040	G-815CT
2001 Ford	1FDAW57FX1ED00204	G-814CT
2008 Crimson	497AT2C958CO63752	G-946EZ
2009 Ford	1FTPW14VX9KB48053	G-968EZ